

signed by the vendor, referring to the order, may be connected with the bill of parcels so as to take the case out of the Statute, *Saunderson v. Jackson*, 2 B. & P. 238; *Allen v. Bennett*, 3 Taunt. 169.¹⁵⁴ Contracts within the Statute may be made out from several papers if sufficiently referring to or connected with one another, but otherwise they cannot be connected by parol, see *Moale v. Buchanan*, 11 G. & J. 314. Under the 4th section the case generally referred to is *Boydell v. Drummond*, 11 East, 142, where the defendant had signed his name in a book entitled "Shakspeare subscribers their signatures." The terms of the subscription, which was for the Boydell Shakspeare Engravings, were contained in a prospectus to which the book did not at all refer, nor could they be connected except by parol evidence, and this was held not admissible, see also *Fitzmaurice v. Bayley*, 9 H. L. Cas. 78; *Dobell v. Hutchinson*, 3 A. & E. 355. Under this section, a minute made by an auctioneer on a printed catalogue of sale, containing the lots, marks, number of hhds. and gross weights of the goods, which was not annexed to the conditions of sale, nor had any internal reference to them by the context or the like, though the latter were read to the bidders as the conditions on which the goods were to be sold, was held to be no memorandum of a bargain within the Statute, *Hinde v. Whitehouse*, 7 East, 558, and see *Kenworthy v. Schofield*, 2 B. & C. 945. But a note or letter written by the party to be charged to his own agent, stating the terms on which the latter has made an agreement on his behalf with the other party for the purchase of goods, is a sufficient memorandum of the bargain to take the case out of the Statute, *Gibson v. Holland*, 1 L. R. C. P. 1.¹⁵⁵

Sales at auction.—Sales of goods by auction are within the Statute as to which see also *n. to sec. 4*.¹⁵⁶ "Ever since the case of *Simon v. Motivos*, 3 Burr. 1921, the writing down of the name by the auctioneer of the purchaser of goods sold at auction has been deemed a sufficient gratification of the Statute," *per Buchanan J. in Batturs v. Sellers supra*, and, on like grounds, a commission merchant was there held to be during the sale the agent of both parties, and a sufficient memorandum of the bargain made by him enough to take the case out of the Statute; and so of a broker, *Colvin v. Williams*, 3 H. & J. 38. And accordingly, the memorandum in the broker's book, and the bought and sold notes delivered to the buyer and seller by him are sufficient to bind the bargain, *Williams v. Woods*, 16 Md. 220, where, however, it was also held, that a sold note made out and delivered to the purchaser by the broker, after the vendor had refused to ratify the sale, and after express notice of such refusal had been given both to the broker and the purchaser, was not a sufficient memorandum. In London, the transcription and delivery of the bought and sold notes depends somewhat on local regulations and practice, but no doubt, properly speaking, the entry in the broker's book is to be considered the original contract, see *Sieviewright v. Archibald*, 17 Q. B. 103 and *Williams v. Wood*.

¹⁵⁴ *Drury v. Young*, 58 Md. 546.

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¹⁵⁶ See note 57 *supra*.